

**NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
AVISION, INC.  
AND  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AMES RESEARCH CENTER  
FOR  
SCALABLE TRAFFIC MANAGEMENT FOR EMERGENCY RESPONSE  
OPERATIONS (STEREO)**

**ARTICLE 1. AUTHORITY AND PARTIES**

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Ames Research Center, located at Moffett Field, CA 94035 (hereinafter referred to as “NASA” or “NASA ARC”) and Avision, Inc. located at 406 Broadway, #218, Santa Monica, CA 94041 (hereinafter referred to as “Partner” or “Avision”). NASA and Partner may be individually referred to as a “Party” and collectively referred to as the “Parties.”

**ARTICLE 2. PURPOSE**

The purpose of this collaboration is to conduct research, development, testing, and evaluation of an Unmanned Aircraft Systems (UAS) Traffic Management (UTM) system for public safety and disaster response under the Scalable Traffic Management for Emergency Response Operations (STEREO) project.

In order to demonstrate STEREO concepts that are being developed by NASA and better understand requirements for this future system, NASA and Partner seek to work together in the areas of testing concepts and operations of a UAS Service Supplier (USS). This Agreement does not contemplate Partner’s participation in flight operations or flight testing.

The Parties intend to collaborate throughout the term of this Agreement with supporting activities associated with the preparation for such aerial demonstration(s). To contribute to the STEREO effort, Avision will include the use of their USS in tests and demonstrations organized by NASA and will provide NASA with technical feedback on STEREO’s USS data exchanges. The flight demonstrations are designed to generate data to verify STEREO requirements and evaluate the performance of the STEREO system. (Such data hereinafter referred to as “STEREO Data”). Based on STEREO Data and other sources of information, it is NASA's goal to leverage new technologies that support disaster response efforts.

**ARTICLE 3. RESPONSIBILITIES**

A. NASA ARC will use reasonable efforts to:

- (1) Provide access, including any necessary NASA IT prerequisites or security requirements, such as an Interconnect Security Agreement (ISA), to a prototype software system via a secured Internet connection;
- (2) To the extent needed, NASA may assist Partner with its interface and function with STEReO systems prior to any simulation, test, or demonstration;
- (3) Determine if Partner is required to provide software for interface with USS, other supplemental data services, and to NASA data collection processes/systems;
- (4) Organize appropriate simulations, tests, and demonstrations of STEReO components (e.g., assessments, use cases) with Partner's input;
- (5) Provide information, as necessary, for Partner's USS to participate (e.g., provide observations, assessments, and design input) in a given STEReO simulation, test, or demonstration;
- (6) Collect and utilize STEReO Data from simulations, tests, and demonstrations; and
- (7) To the extent that Partner will be present as a field observer during a NASA-managed flight operations, testing or demonstration, NASA will be responsible for range safety personnel and range safety officers (RSO) for oversight as set forth in the requirements of NPR 8715.5B and NASA-STD 8719.25.

B. Partner will use reasonable efforts to:

- (1) Cooperate with NASA and follow NASA IT prerequisites and security requirements, such as an ISA, for obtaining access to STEReO systems;
- (2) Protect credentials and access to STEReO systems that may be provided by NASA in accordance with NASA regulations and policies;
- (3) Cooperate (e.g., provide observations, assessments, and design input) with NASA to organize simulations, tests and demonstrations of STEReO components;
- (4) Participate, collect, and provide data that results from tests and demonstrations, as NASA determines; and
- (5) To the extent that Partner will be an observer during NASA-managed UTM/UAS flight operations, testing or demonstration:
  - a. Partner shall comply with requirements and direction from range safety personnel and RSOs for oversight as set forth in the requirements of NPR 8715.5B and NASA-STD 8719.25;
  - b. Support NASA and comply with a Mishap Prevention Contingency Plan (MPCP) prior to any operations under this Agreement; and
  - c. Comply and assist with mishap and close call investigation requirements, as described in Article 14 and in accordance with NPR 8621, 8715, and 7900.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

<b>Milestone</b>	<b>Estimated Completion Date</b>
Initial test of USS data exchanges (Joint)	One month after execution of agreement
System test at training exercise (Joint)	One month after execution of agreement
System test at training exercise (Joint)	Thirteen months after execution of agreement
Simulation of prototype USS data exchanges (Joint)	Nineteen months after execution of agreement
System test at a training exercise (Joint)	Twenty-five months after execution of agreement
Simulation of prototype USS data exchanges (Joint)	Thirty-one months after execution of agreement
System test at a training exercise (Joint)	Thirty-seven months after execution of agreement
Simulation of prototype USS data exchnages (Joint)	Forty-two months after execution of agreement
System test at a training exercise (Joint)	Forty-eight months after execution of agreement
Closeout report (NASA)	Sixty months after execution of agreement

#### **ARTICLE 5. FINANCIAL OBLIGATIONS**

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### **ARTICLE 6. PRIORITY OF USE**

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

## ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

## ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

## ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

## ARTICLE 10. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY INDEMNIFICATION

In the event the U.S. Government incurs any liability based upon Partner's, or Partner's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

## ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
2. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or
  - d. required by law or court order to be disclosed.
3. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
4. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
5. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
6. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
7. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
8. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
9. Partner may use the following or a similar restrictive notice:

#### **Proprietary Data Notice**

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement SAA2-403618

Partner should also mark each page containing Proprietary Data with the following or a similar legend:

*"Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."*

#### **B. Data First Produced by Partner Under this Agreement**

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

#### C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for two (2) years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

#### D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA shall be the first party to publish all unclassified and non-proprietary STEReO Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

#### E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

#### F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of 1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

#### G. Data Subject to Export Control

1. NASA may provide export controlled technical data to Partner only upon obtaining proper U.S. Government authorization and any required export license(s) in compliance with the export laws and regulations of the United States.

2. If NASA provides export controlled technical data to Partner, Partner may provide the export controlled technical data only to its authorized employees who need it to perform Partner's responsibilities under this Agreement.
3. Whether or not marked, Partner shall not, without proper U.S. Government authorization, provide any export controlled technical data provided to Partner under this Agreement to any foreign persons, or transmit such export controlled technical data outside the United States.

#### H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.
  - a. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate document.

#### b. Third Party Proprietary Data:

The Disclosing Party's Background Data, if any, will be identified in a separate document.

#### c. Controlled Government Data:

The Disclosing Party's Background Data, if any, will be identified in a separate document.

d. NASA software and related Data will be provided to Partner under a separate Software Usage Agreements (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:

None.

4. For such Data with a restrictive notice pursuant to H.2. or such Data identified in this Article, Receiving Party shall:
  - a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
  - b. Safeguard such Data from unauthorized use and disclosure;
  - c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
  - d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
  - e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
  - f. Dispose of such Data as Disclosing Party directs.

#### I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

### ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS – INVENTION AND PATENT RIGHTS

The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

A. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

### ARTICLE 13. USE OF NASA NAME AND NASA EMBLEMS

#### A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must



submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

#### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

#### ARTICLE 14. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

NASA will be filming and taking photographs of STEReO related activities. By participating in STEReO activities, the Partner's employees and its Related Entities' employees agree to allow NASA to use its employees' image and voice, which may appear in any film or photography, for educational and public outreach purposes.

#### ARTICLE 15. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research,

information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 16. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 17. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

#### ARTICLE 18. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

#### ARTICLE 19. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 20. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

#### ARTICLE 21. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

##### Management Points of Contact

NASA Ames Research Center  
Matt Holtrust  
Agreement Manager  
Mail Stop: 223-3, Room 100  
Moffett Field, CA 94035  
Phone: (650) 604-4069  
matthew.j.holtrust@nasa.gov

Avision, Inc.  
Stas Mozolyuk  
CEO  
406 Broadway #218  
Santa Monica, CA 94041-2123  
Phone: (310) 400-0233  
stas@avision.io

## Technical Points of Contact

### NASA Ames Research Center

Joey Mercer  
Research Engineer  
Mail Stop: 262-4  
Moffett Field, CA 94035  
Phone: (650) 604-0017  
joey.mercer@nasa.gov

### Avision, Inc.

Igor Pedan  
Director of Engineering  
406 Broadway #218  
Santa Monica, CA 94041-2123  
Phone: (310) 400-0233  
igor.pedan@avision.io

## ARTICLE 22. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

## ARTICLE 23. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping" and applicable NASA Ames safety policies available from NASA's Point of Contact.

## ARTICLE 24. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

## ARTICLE 25. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or

higher- level officials possessing original or delegated authority to execute this Agreement. When provided by NASA, certificates/reviews/approvals relating to flight operations of Partner's UAS (such as, but not limited to, Certificates of Airworthiness, airworthiness reviews, crew certification, Certificates of Authorizations, and other approvals/reviews) are only to be utilized under this Agreement as NASA directs.

#### ARTICLE 26. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 27. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

#### ARTICLE 28. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

#### ARTICLE 29. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AMES RESEARCH CENTER**

**AVISION, INC.**

BY: \_\_\_\_\_  
Huy K. Tran  
Director of Aeronautics

BY:  \_\_\_\_\_  
Jim Broniec  
VP of Business Development

DATE: \_\_\_\_\_

DATE: April 26, 2021